

A. G. Contract No. KR-89-0979-TRD
ECS File: JPA-89-49
Project: Maricopa Road
Section: Pinal/Maricopa County

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE COUNTY OF MARICOPA
AND
THE COUNTY OF PINAL

THIS AGREEMENT is entered into September 12, 1989, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and MARICOPA COUNTY AND PINAL COUNTY, acting by and through their Boards of Supervisors (the "County of Maricopa and County of Pinal").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. Maricopa County and Pinal County are empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and have by resolution, copies of which are attached hereto and made a part hereof, resolved to enter into this agreement and have authorized the undersigned to execute this agreement on behalf of Maricopa County and Pinal County.

3. The Federal Government is desirous of obtaining economic and developmental benefits on approximately 29 miles of Federal Aid Secondary road connecting I-10 and SR 84, and has appropriated \$3,500,000 to the State for distribution to Maricopa and Pinal Counties for the acquisition of rights of way, construction and other costs associated with the portions of the road on the Gila River Indian Reservation and the Ak Chin Indian Reservation; however, the federal appropriation is available for distribution to the counties only after the following conditions are met:

NO. 14202
FILED WITH SECRETARY OF STATE
Date Filed 9-12-89
Jim Shumway
Secretary of State
By B. J. Cermillion

a. An agreement is reached with the Indian communities for the purchase of the required rights of way on the two reservations;

b. The road is accepted on the State highway system.

c. Not less than seventy five percent of the right of way needed for that portions of the road outside the reservation boundaries is donated by the landowners, and

d. Maricopa County and Pinal County agree to participate financially in the reconstruction of the road.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. State will:

a. By resolution of the State Transportation Board, take the road into the state highway system as a state route designated as SR 347.

b. Transfer the \$3,500,000 federal appropriation to Pinal County to be used as previously set forth under paragraph 3, part I, when Pinal County and Maricopa County have met the conditions outlined in paragraphs 2 and 3, part II hereof.

2. Pinal County will:

a. Obtain agreements with the Gila Indian and Ak Chin Indian communities for the purchase of the required rights of way on the two reservations.

b. Obtain donations of not less than seventy five percent of the right of way outside the reservations.

c. Participate financially in the reconstruction of the road.

3. Maricopa County will:

a. Obtain donations of not less than seventy five percent of the required right of way outside the reservation.

b. Participate financially in the reconstruction of the road.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until the federal funds are transferred to the counties, or the funds lapse.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518(B) and (C).

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Engineering Consultants Services
205 South 17 Avenue, Room 118E
Phoenix, AZ 85007

Pinal County
Asst Co. Mgr. for Public Works
PO Box 727
Florence, AZ 85232


Maricopa County
Public Works Director
3325 W. Durango Street
Phoenix, AZ 85009

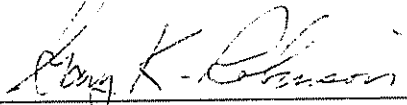
7. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

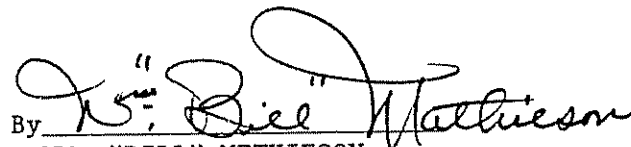
MARICOPA COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
ACTING CHAIRMAN
Title

By 
GARY K. ROBINSON
Chief Deputy State Engineer

PINAL COUNTY, ARIZONA

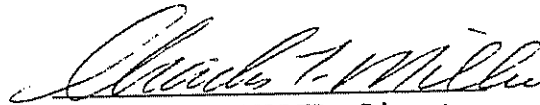
By 
WM. "BILL" METHIESON
Chairman, Pinal County
Board of Supervisors

2069j
21JUL

RESOLUTION

BE IT RESOLVED on this 26th day of May 1989, that I, CHARLES L. MILLER, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Counties of Pinal and Maricopa for the purpose of the Counties providing improvements and reconstruction to Maricopa Road (Reservation Road) which connects I-10 and SR 84 utilizing FHWA funds which will be transferred by ADOT to Pinal County (the administering agency).

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.

A handwritten signature in cursive script, reading "Charles L. Miller", written in dark ink.

CHARLES L. MILLER, Director
Arizona Department of
Transportation

County of Maricopa

State of Arizona

Office of the Clerk

State of Arizona }
County of Maricopa } ss.

*I, Cherie Pennington, Clerk of the Board of Supervisors
do hereby Certify That*

the following is a true and correct
excerpt from the minutes of the meeting held June 21, 1989, of the Board of
Supervisors of Maricopa County, Arizona.

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH PINAL COUNTY FOR
IMPROVEMENTS TO MARICOPA ROAD APPROVED:

Mr. Collins recommended the Board agree to the proposed amendment
to the intergovernmental agreement with Pinal County for improvements to
Maricopa Road, subject to County Attorney's approval of language to be
incorporated in the amendment.

Chairman Koory clarified that there has been a suit brought that
affects Pinal County, and if Pinal County cannot participate, Maricopa
County has the option to continue or not.

Supervisor Carpenter requested and received confirmation that if
that should occur, it would be brought back to the Board.

ACTION: Motion was made by Supervisor Freestone and unanimously
carried to approve the item as recommended.

*In Witness Whereof, I have hereunto set
my hand and affixed the Official Seal of the Board
of Supervisors. Done at Phoenix, the County Seat*

this 21st day of August 1989

A.D.

Gene Neil, Deputy County Attorney
File

Cherie Pennington
Clerk of the Board of Supervisors

JPA 89-49

APPROVAL OF THE COUNTY ATTORNEY

I have reviewed the proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the COUNTIES OF MARICOPA and PINAL and declare this agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 21st day of Aug, 1989.

A handwritten signature in cursive script, appearing to read "J. Eugene Nail".

Maricopa County Attorney

ROY A. MENDOZA
PINAL COUNTY ATTORNEY

BOYD T. JOHNSON
CHIEF DEPUTY

CRIMINAL DIVISION
DWIGHT P. CALLAHAN
CINDA L. GRAF
CATHERINE M. HUGHES
JEANNE M. BENDA
E. CATHERINE LEISCH
CLIFFORD J. HOFMANN, Jr.
JAMES H. DAWDY, Jr.
DANIEL J. DERIENZO
JOY L. KEMP
DEPUTIES

OFFICE OF THE
County Attorney

PINAL COUNTY
P.O. BOX 887
FLORENCE, ARIZONA 85232

(602) 868-5801, Ext. 271

CIVIL DIVISION
STEPHEN M. KEMP
KATHY CASTEEL
M. RUTH HARRISON
LOGAN F. BOREN
DAVID M. WILSON

CHILD SUPPORT DIVISION
CAROLYN C. HOLLIDAY
DANIEL G. FIELD
DEPUTIES

DEFERRED PROSECUTION
JOHN C. FELIX


INVESTIGATOR
RAY R. VASQUEZ

PINAL COUNTY
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

This contract between Pinal County and Maricopa County and the State of Arizona, acting by and through its Department of Transportation which is an agreement between public entities has been reviewed pursuant to A.R.S. §11-951 and §11-952 by the undersigned Pinal County Attorney, who has determined that it is in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 7th day of August, 1989.

ROY A. MENDOZA
PINAL COUNTY ATTORNEY


Stephen M. Kemp
Chief Civil Deputy

/encl:

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert E. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. KR 89-2167, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 8th day of September 1989.

ROBERT K. CORBIN
Attorney General

Albert M. Mason
Assistant Attorney General
Transportation Division